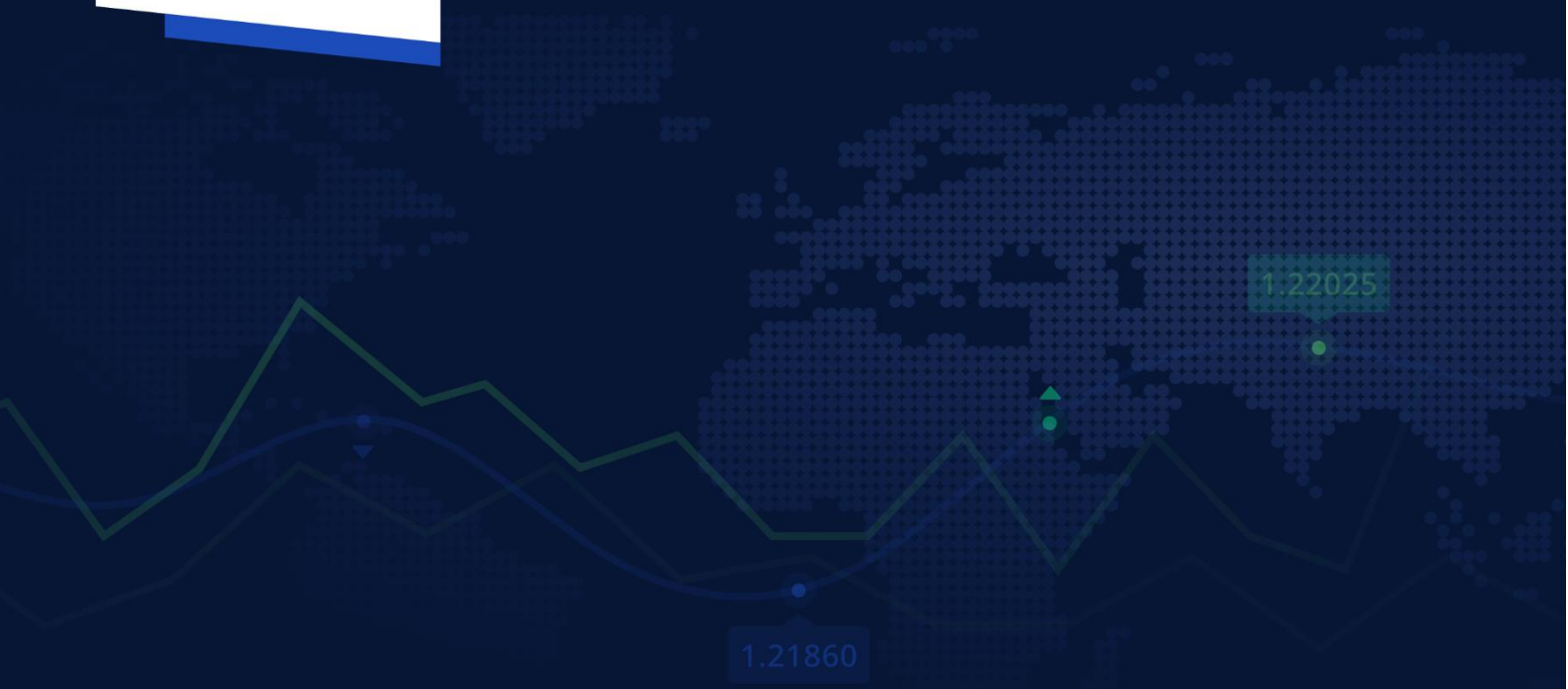




CLIENT AGREEMENT

February 2024

FXChoice Limited

Address: New Horizon Building, Ground Floor, 3 1/2 Miles Philip S.W. Goldson Highway, Belize City, Belize.

Our multilingual customer service team and call center provide dedicated assistance to all our customers.

Should you have any questions please contact us on:

Tel.: +52 556 826 8868

e-mail: info@myfxchoice.com

	Terms and conditions	
	Definitions and interpretation	
01.	Introduction	4
02.	Acknowledgement	4
03.	Scope of the client agreement	4
04.	Provision of services	5
05.	Third party authorisation	5
06.	Access to website and the trading system	6
07.	Access data and password	6
08.	Assurances and guarantees	6
09.	Client money	6
10.	Liability	7
11.	Indemnity	8
12.	Representations and warranties	8
13.	Recordings of telephone calls	8
14.	Confidentiality and personal data protection	9
15.	Duration of the client agreement	10
16.	Amendments to the client agreement	10
17.	Termination and default	10
18.	Inactive accounts	11
19.	Conflicts of interest	11
20.	Force majeure event	12
21.	Governing law and jurisdiction	12
22.	Important information	12
	Annex a: risk disclosure notice	13
	Risk warning:	13
23.	Scope of the notice	13
24.	Product description	13
25.	Performance	13
26.	Main risks associated with transactions in CFDs	13
27.	Capital loss	13
28.	Credit risk	13
29.	Margin account and requirements	14
30.	Abnormal market conditions	14
31.	Trading platform conditions	14
32.	Communication	14
33.	Force majeure event	14
34.	Taxation	14
35.	Technical issues and manifest errors	14
36.	Trading	15
37.	Operation time	17
38.	Quotes	17
39.	Swaps	17
40.	Charges	17
41.	Complaints handling procedure	18

TERMS AND CONDITIONS DEFINITIONS AND INTERPRETATION

Unless indicated to the contrary, the terms included in the Client agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Access Codes are your login and password or any other code given to you by us in order to have access on our Trading System or account management system.

Ask price is the price at which FXChoice is willing to sell a CFD.

Authorized Representative is either the natural or legal person who is expressly authorized by the Client to act on his/ her behalf; the above mentioned relationship is documented through a Power of Attorney, a copy of which is held by the FXChoice.

Balance is the amount of funds in a trading account.

Base currency is the first currency in the Currency Pair.

Buy Limit is an order to buy a CFD at a specified price lower than the current market price.

Buy Stop is an order to buy a CFD; the price is set above the current market price and is triggered when the market price reaches the buy stop instruction.

Client Agreement is the Agreement between FXChoice and Client, which also includes risk disclosure and terms and conditions.

Currency of the Account is the currency that you choose when opening an Account with us.

Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the quote currency is needed to purchase one unit of the Base Currency.

Expert Advisor is a mechanical trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert you of a trading opportunity and can also trade your account automatically managing all aspects of trading operations from sending orders directly to our Trading System to automatically adjusting stop loss, trailing stops and take profit levels.

Equity is the current balance including open positions.

Instant execution order is an order executed at current market quotes. Institution is a financial institution that FXChoice uses as a financial intermediary to receive and withdraw Clients' money.

Leverage is ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position the Initial Margin is one hundred times less than the Transactions Size.

Locked Position (also known as **Square position**) is a position consisting of equal long and short positions on the same instrument.

Lot is the unit that represents the volume of a transaction. It should be noted that 1 lot equals 100,000 units of base currency, for example 1 lot in EURUSD equals EUR 100,000; therefore, 0.01 of a lot is 1,000 units of the base currency. Margin means the required funds available in a trading account for the purposes of maintaining an open position.

Margin Level means the Equity to Margin ratio calculated as: $\text{Margin Level} = \text{Equity} / \text{Margin}$

Market Maker is a company, or the individual, that quotes both a buy and a sell price in a financial instrument.

Open Position is any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

Over-the-Counter (OTC) is the execution venue for any financial instruments whose trading is governed by the Client agreement.

Pending Order is either a buy stop, or sell stop, or buy limit, or sell limit order.

Software is any software used by FXChoice.

Sell Limit is an order to sell a CFD at a specified price higher than the current market price.

Sell Stop is an order to sell a CFD; the price is set lower than the current market price and is triggered when the market price reaches the sell stop instruction. Spread is the difference between the Ask and the Bid prices of an Underlying in a Financial Instrument at that same moment.

Stop Loss means an instruction that is attached to an instant execution or pending order for minimizing loss.

Stop out is an equity level, where the dealer is entitled at his discretion to compulsory close one or all open positions to meet margin requirements

Take Profit is an instruction that is attached to an instant execution or pending order for securing profit.

Trading Account is an account, which has a unique number, maintained by a Client for the purposes of trading financial instruments through the FXChoice trading platform(s).

Transaction is any dealing in an Investment.

Value Date is the delivery date of funds.

Variable Currency is the second currency represented in a currency pair, for example in the EURUSD currency pair the variable currency is the USD.

Quotes mean the information of the currency price for a specific underlying of a Financial Instrument, in the form of the Bid and Ask prices.

Web site: www.myfxchoice.com

01. INTRODUCTION

- 1.1 FXChoice Limited (hereinafter referred to as 'FXChoice') is an investment company that operates as a global broker.
- 1.2 FXChoice Limited is incorporated (Certificate of Incorporation No. 000003992) in Belize City, Belize as an International Business Company through the Registrar of International Business Companies.

02. ACKNOWLEDGEMENT

- 2.1 The Client acknowledges that he/ she read, understood and accepted the Client Agreement, the Risk Disclosure Notice and the Terms and Conditions, as amended from time to time, in addition to any information contained within the website.
- 2.2 By accepting the Client Agreement, the Client enters into a binding legal agreement with FXChoice.
- 2.3 The Client acknowledges that the FXChoice's official language is the English language.
- 2.4 The Client acknowledges FXChoice's interpretation of terms.

03. SCOPE OF THE CLIENT AGREEMENT and COMMENCEMENT

- 3.1 The Client Agreement constitutes the basis on which FXChoice provides investment and ancillary services to the Client.
- 3.2 The Client Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made by FXChoice unless FXChoice, in its sole discretion, determines that the context requires otherwise. If the Client Agreement were to be amended, reasonable notice shall be given to the Client.
- 3.3 The Client Agreement annexes hereto, and other rules, regulations and schedules established by FXChoice shall commence once the prospective Client explicitly accepts them in their entirety. Full Acceptance of this Agreement, annexes hereto, and other rules, regulations and schedules established by FXChoice shall involve implicative actions of Client such as depositing funds to the trading account and conducting any trading transaction. Upon acceptance hereof, annexes hereto, and other rules, regulations and schedules established by FXChoice, in any manner,

Customer shall not be entitled to claim lack of knowledge or lack of understanding of the terms and conditions hereof, annexes hereto, and other rules, regulations and schedules established by FXChoice.

04. PROVISION OF SERVICES

- 4.1 FXChoice provides services to the Client, details of which are provided by the IFSC of Belize online at <http://www.ifsc.gov.bz>
- 4.2 FXChoice offers, on an execution-only basis, a number of financial instruments to the Client the contracts specifications of which are available online at website.
- 4.3 The trading conditions and execution rules of the financial instruments on offer by the FXChoice can be found online at website, at any given time. Upon notice to the Client, FXChoice reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if the FXChoice amends any part of the trading conditions and/or execution rules the Client continues to be bound by the Client Agreement, including but not limited to any amendments that have been implemented.
- 4.4 Unless specifically agreed, FXChoice is under no obligation to monitor or advise the Client on trading, therefore, the FXChoice may execute an instruction received by the Client even if such transaction is not suitable for the Client.
- 4.5 Under no circumstances, FXChoice shall provide investment advice or recommendation to the Client or state an opinion in relation to a transaction. The Client understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and tax implications.
- 4.6 FXChoice, from time to time and as often as it deems appropriate, may issue material ('the Material'), which contains information including but not limited to the conditions of the financial market, posted through its website and other media. It should be noted the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. FXChoice makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of FXChoice, a third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of FXChoice.
- 4.7 The Client understands that no physical delivery of a CFD's underlying instrument (or reference instrument) that he/ she traded through his/ her trading account shall occur.
- 4.8 The Client accepts that FXChoice shall decide whether to effect any Transactions with you as principal or as an agent.
- 4.9 The Client accepts that FXChoice shall have the right, at any time, to refuse at its discretion the provision of any investment or ancillary service to the Client, including but not limited to the execution of instructions for the purposes of trading financial instruments, at any time, without providing notice to the Client.
- 4.10 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the Client to the FXChoice in writing and shall be sent to Head Office of FXChoice address, which appears on the 'Contact Us' page of our web site. Any notice, instruction, request or other communication shall be effective when received by the FXChoice.

05. THIRD PARTY AUTHORISATION

- 5.1 Even if the Client identifies a legal or natural person ('the Third Party') who is responsible for acting on the Client's behalf, through a Power of Attorney, the Firm is not accepting the Third Party as a Client, unless specifically agreed otherwise. As a result, no information shall be disclosed to the Third Party in relation to the Client and/ or the Client's trading activity. However, the Third Party may give trading instructions to the Firm on the Client's behalf. The Client authorizes FXChoice to rely and/ or act on any instructions sent by the former to the latter, without the need on the Firm's part for confirming the authenticity of the instruction or the identity of the person communicating the instruction.
- 5.2 The Client accepts that FXChoice reserves the right to revoke at any time, without prior written notice, any Power of Attorney documents that govern the relationship of the Client with his/ her authorized representative.
- 5.3 The Client accepts that unless he/ she informs in writing FXChoice regarding the termination of the authorized representative, the FXChoice shall continue accepting instructions from the latter; such instructions shall be (i) valid and (ii) fully commit the Client. In case the Client needs to terminate the authorized representative the former shall provide the FXChoice with a written notice of 2 (two) business days.

06. ACCESS TO WEBSITE AND THE TRADING SYSTEM

- 6.1 FXChoice is responsible for maintaining its trading platform(s) and other related systems updated; therefore, the Client accepts that the FXChoice or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the trading platform(s) or other related systems; these actions may cause the trading platform(s) or other related systems to be inaccessible for a period of time. The Client accepts that the FXChoice bears no responsibility for any loss, including financial loss, caused due to any of the above.
- 6.2 The Client accepts that the FXChoice bears no responsibility for any loss, including but not limited to financial loss, incurred by the Client due to the inability of the latter to access the trading platform(s) if this has been caused: (i) due to the Client's failure to maintain the Software updated as required or (ii) due to any other mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by either the Client or the FXChoice.
- 6.3 The Client accepts that the trading of any transactions in financial instruments shall occur only through the FXChoice trading platforms(s) available at any given time to the Client.

07. ACCESS DATA AND PASSWORD

- 7.1 The Client shall ensure that his/ her Access Codes remain confidential at all times. If, under any circumstances, the Client reveals the Access Codes to either a natural or legal person, other than his/ her authorized representative, the FXChoice shall bear no responsibility for any loss that arises, including but not limited to financial loss, as a result of the Client's actions.
- 7.2 The Client shall immediately inform FXChoice if it comes to his/ her attention that the Access Codes have been used, either for trading or other purposes, without his/ her express consent. The Client accepts that FXChoice is unable to identify any instances when a person, other than the Client or his/ her authorized representative, is logging-in to the trading platform(s) without the Client's express consent.
- 7.3 The Client accepts that FXChoice reserves the right to terminate the Client's access to the trading platform(s) in order to ensure and/ or restore the orderly operation of the trading platform(s) and protect the interests of both the Clients and FXChoice; under such circumstances FXChoice may, at its discretion, close any of the Client's trading account(s), according to paragraph 17.5 of the Client Agreement.

08. ASSURANCES AND GUARANTEES

- 8.1 The Client assures and guarantees that:
- 8.2 the Funds, according to paragraph 9 below, belong to the Client and are free of any lien, charge, pledge or other encumbrance;
- 8.3 the Funds, according to paragraph 9 below, are not the no direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and
- 8.4 he/ she acts for his/herself and is not a representative or trustee of a third person, unless he/she produces to the satisfaction of the Firm document(s) to the contrary.
- 8.5 The Client guarantees the authenticity and validity of any document sent to FXChoice during (i) the account opening process and (ii) the life of the trading account.

09. CLIENT MONEY

- 9.1 Once received, Client funds ('the Funds') shall be deposited in an institution ('the Institution') specified by the Firm on the Client's behalf, segregated from any of the Firm's funds.
- 9.2 FXChoice is not obliged to pay interest to the Client for the Funds deposited.
- 9.3 FXChoice may, from time to time, without the Client's permission merge the Funds held in different trading accounts of the Client; under no circumstances, does this imply that the Client has the right to a credit facility.
- 9.4 The Client has the right to withdraw, at any time, any part of the Funds equal to the free margin that is available in the relevant trading account provided that there are Funds available. It should be noted that such request may take up to 3 (three) business days in order to be processed. FXChoice reserves the right to request additional information and/ or documentation to satisfy itself that the request is legitimate. In addition, FXChoice reserves the right to reject such a request if it deems that this may not be legitimate. The Client accepts that under such circumstances there may be a delay in processing the request.
- 9.5 The Client accepts that the Funds shall be deposited in his/ her trading account on the value date received by the Institution, net of any transfer fees or other charges incurred by FXChoice that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.
- 9.6 The Client accepts that the Funds shall be deposited in his/her trading account only if FXChoice is satisfied that the sender of the Funds is the Client or his/ her authorized representative; if FXChoice is not satisfied as to the above then FXChoice has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by FXChoice, using the same transfer method as the one through which it originally received the Funds.
- 9.7 The Client accepts that withdrawing any of the funds shall be executed using the same transfer method and the same remitter as the funds were received. The Client accepts and agrees that withdrawing any part of the funds shall be executed in the same currency (including electronic/virtual currency or virtual money) as originally received by FXChoice. The Client cannot request the withdrawal in another currency than that initially deposited, even in cases of separating or forming a new currency from the initially deposited. Under such circumstances, FXChoice shall return the part of the funds requested minus any transfer fees or other charges incurred by FXChoice. Withdrawals may also be executed using alternative transfer options and/or alternative currencies, which shall be determined at the sole discretion of FXChoice. FXChoice reserves the right to decline a withdrawal that the Client requested using a specific transfer method and has the right to suggest an alternative.
- 9.8 If, at any time, FXChoice is not satisfied with the documentation provided by the Client in relation to the withdrawal/ deposit, FXChoice reserves the right to reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by FXChoice, using the same transfer method as the one through which it originally received the Funds.
- 9.9 The Client accepts that the Institution may reverse any part of the Funds, for any reason; as a result, the FXChoice shall immediately reverse the respective amount from the trading account

net of any transfer fees or other charges incurred by FXChoice, using the same transfer method as the one through which it originally received the Funds. The Client accepts that this may result in a negative balance in the trading account; under such circumstances, FXChoice may merge the Funds held in different trading accounts of the Client as described in paragraph 9.3, above.

- 9.10 The Client accepts that any requests that relate to the administration of the trading account shall be made through FXChoice account management system.
- 9.11 FXChoice shall take all reasonable steps to ensure that the Client is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.
- 9.12 The Client accepts that all cash transactions (deposit/withdrawal) shall be settled in USD and in EUR. Settlements in other currencies may be made at sole discretion of FXChoice on case-by-case basis. The Client understands that notwithstanding the fact that his/her trading account may be denominated in currencies other than USD and EUR, deposit and withdrawal of funds shall be carried out in the latter ones. The Client understands that in such cases FXChoice may need to undertake conversion of currencies. Under such circumstances FXChoice shall return/deposit the funds net of any conversion fees or other charges incurred by FXChoice.

10. LIABILITY

- 10.1 FXChoice shall, at all times, conclude Client's transactions in good faith.
- 10.2 FXChoice bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Firm with information in relation to the execution of the Client's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of FXChoice.
- 10.3 FXChoice bears no responsibility for any loss of opportunity that results in reduction in the value of the Client's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the FXChoice deliberate actions or omissions.
- 10.4 FXChoice bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances false or misleading information provided by the Client.
- 10.5 FXChoice bears no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding Client's trading, whilst such information is being transmitted from the Client to the FXChoice (or any other party authorized by the FXChoice) and vice versa; such transmission may either occur through electronic or other means.

11. INDEMNITY

- 11.1 The Client shall indemnify, or indemnify on demand, FXChoice for any costs incurred under the provision of investment or ancillary services by the latter, including but not limited to (i) the Client's breach of the Client Agreement or (ii) false or misleading information provided by the Client to FXChoice.
- 11.2 The Client shall not, under no circumstance, assign or transfer any of his/ her rights and/ or obligations under the Client Agreement to another natural or legal person.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Client represents that he/ she has not been coerced or otherwise persuaded to enter into the Client Agreement.
- 12.2 The Client declares that he/ she is over 18 (eighteen) years of age (in case the Client is a natural person) or has full capacity (in case the Client is a legal person); therefore, the Client may enter into the Client Agreement.

- 12.3 The Client declares that he/ she is fully aware of any implications, including but not limited to any restrictions, set by his/ her local jurisdiction in relation to entering the Client Agreement.
- 12.4 The Client declares that any trading in financial instruments is proportional and/ or reasonable to his/ her specific financial situation and that independent financial advice has been sought, or will be if necessary.
- 12.5 If Client is more than one natural or legal persons, the Client's obligations and liability under the Client Agreement shall be joined and several; under the above mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the Client.
- 12.6 The Client accepts that the FXChoice shall take all reasonable steps to ensure compliance with applicable rules and regulations; such reasonable steps shall be binding upon the Client.
- 12.7 The Client accepts the fact that FXChoice shall have a lien on any amount that is deposited in his/ her trading account that is due for payment by the former to the latter. Although the FXChoice does not need the Client's consent in order to exercise the lien the former shall notify the latter of its intention, accordingly.
- 12.8 The Client represents that if an amount is due for payment to FXChoice, the latter shall be entitled to debit the Client's trading account, accordingly.
- 12.9 FXChoice may, under certain circumstance, assign or transfer any of its rights and/ or obligations under the Client Agreement to another natural or legal person, in whole or in part provided that such natural or legal person agrees to abide by the Client Agreement.

13. RECORDINGS OF TELEPHONE CALLS

- 13.1 The content of any telephone call ('the Telephone Record') between the Client and FXChoice may be recorded and saved as a magnetic or electronic record. The Client agrees that FXChoice has the right to use the Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the Client and FXChoice.
- 13.2 All instructions received from the Client, during a telephone call, in relation to trading financial instruments shall be conclusive and binding unless conditions described in paragraph 35.8 are triggered.
- 13.3 FXChoice may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.

14. CONFIDENTIALITY AND DATA PROTECTION

- 14.1 FXChoice may obtain information (including personal data) from the Client throughout its relationship with the Client. This section describes some of the key issues on how FXChoice processes this personal data and the Client should be aware of them.

FXChoice shall collect and process Client data to enter into and fulfil this Client Agreement and to comply

with all statutory obligations. The services covered by these obligations include

1) the opening and maintaining of trading accounts;

2) the provision of investment services, including the reception, transmission and execution of trades and additional services as per Standard Conditions For Trading In Securities or Trading In Foreign Exchange Licence of International Financial Services Commission of Belize the Accounting Records (Maintenance) Act 2013 and all the regulations of the International Financial Services Commission of Belize.

Access to processed personal data shall only be granted to authorised FXChoice employees.

If the client refuses to provide personal data, FXChoice may not be able to provide services to the Client.

FXChoice requires the following personal data from the Client: name, sex, address, nationality, date of birth, contact details (phone number, email address and any other contact details), personal picture, government issued ID, technical information such as Clients' IP address, identification of Clients' devices, personal income, personal bank account numbers, the activity and balance on FXChoice trading accounts, trading experience of financial instruments, risk appetite, as well as any other necessary financial information. FXChoice may ask for additional information such as, but not limited to, the Clients' preferences and interests, bank details or bank card details, bank statements and utility bill details, education and professional work experience. More details about the kind of personal data FXChoice collects, and how it is used, are available in the Data Protection Notice, published on FXChoice's website.

FXChoice collects and processes personal data only subject to the requirements of the applicable legislation. The processing of Client's personal data may only be executed with a specific reason in focus; Clients' personal data may not be processed without limitation. Except for fulfilment of the current Client Agreement and in the context of pre-contractual relations with the Client, FXChoice may collect and process personal data in order to comply with its legal obligations and in cases where the Client has provided his consent.

- 14.2. The Client acknowledges and agrees that this description is not exhaustive and that the Company's Data Protection Notice contains additional pertinent information. FXChoice's Data Protection Notice is available on the Website and the Client declares that he has read it alongside this point.
- 14.3. FXChoice shall not disclose any of the Client's personal and/or confidential information unless required to do so by a regulatory authority of a competent jurisdiction. Such a disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed. Under such circumstances, FXChoice shall expressly inform the third party regarding the confidential nature of the information.
- 14.4. The Client accepts and consents that FXChoice may, from time to time, contractually engage companies for statistical purposes in order to improve the Company's marketing. As a result, some or all of the Client's personal data may be disclosed on an anonymous and aggregated basis only.
- 14.5. The Client consents that any communication received by FXChoice, from time to time, in relation to current Agreement (or any other communication in relation to marketing) does not breach any of the Client's rights under this Agreement.
- 14.6. The Client declares that the information provided by him and submitted in FXChoice's form is correct and that the Client acknowledges that he is obliged to inform FXChoice immediately in case of any changes to this information or to other information regarding the Agreement.
- 14.7. The Client declares that all the data, information, declarations, documents, etc., provided by the Client are true.
- 14.8. The Client must notify FXChoice, if he is a politically exposed person or related to such a person.
- 14.9. FXChoice may require an additional declaration on the origin of funds for deposits over the established legal limits.
- 14.10. By using the Services of FXChoice and its Website, and by accepting this Agreement, the Client declares that:
 - a) they voluntarily submitted their personal data;
 - b) they allow FXChoice to collect, store and process their personal data in connection with the provision of investment and additional services, fulfilment of its legal obligations as well as for statistical and marketing purposes of the Company;
 - c) they allow FXChoice to disclose their personal data to the competent state authorities supervising the Company, as well as to other persons when required by a legal act;
 - d) they have received the information pursuant to Article 19, paragraph 1 of the Personal Data Protection Act and Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 namely the General Data Protection Regulation (GDPR);

- 14.11. FXChoice notifies the Client that he has the right to withdraw the permission given above regarding their personal data at any time, and this can only be done by terminating the current Agreement. After termination of the Client Agreement, the data will be retained for certain period of time depending on the nature of the information held and the purposes for which the information is processed. FXChoice determines the appropriate retention period in regard to any statutory obligations imposed by law.
- 14.12. By using the Services of FXChoice and its Website, and by accepting this Agreement, the Client HEREBY CONFIRMS THAT THE INFORMATION HE HAS PROVIDED REGARDING HIS RELATIONSHIP WITH FXCHOICE AND IN THE APPLICATION FORM WITH FXCHOICE IS TRUE AND ACCURATE.

15. DURATION OF THE CLIENT AGREEMENT

- 15.1 The Client Agreement shall be effective since the day described in paragraph 3.3 the Client Agreement's section, for an indefinite time period until its termination or default.

16. AMENDMENTS TO THE CLIENT AGREEMENT

- 16.1 FXChoice reserves the right to amend, from time to time, any part of the Client Agreement, annexes hereto, and other rules, regulations and schedules especially if the FXChoice deems that such amendments are necessary given their announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the Client shall be notified in a timely manner either through FXChoice account management system or through the web site accordingly. Any or all such changes shall become effective on the date which has been indicated in such notification.
- 16.2 If the Client executes any trading transaction after the announcement of any amendments he/she shall be deemed to have fully and unconditionally accepted such amendments.

17. TERMINATION AND DEFAULT

- 17.1 The Client reserves the right to terminate the Client Agreement within 15 (fifteen) business days from the announcement of an amendment under the 'Amendments to the Client agreement' section above, by sending a notification through registered post to FXChoice Head Office, given that there are no open positions traded through the relevant trading account and the Client has no outstanding obligations to FXChoice.
- 17.2 The Company reserves the right to terminate the Client Agreement by giving the Client at least 7 (seven) days of written notice, specifying the termination date.
- 17.3 The Client accepts that FXChoice reserves the right to terminate the Client Agreement immediately by providing the former with a written notice, if paragraph 17.4, below, becomes effective.
- 17.4 FXChoice shall immediately terminate the Client agreement, in the event of:
- a) a violation of any part of the Client Agreement on behalf of the Client;
 - b) an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the Client;
 - c) a Client's death; and
 - d) a Client involving the FXChoice in any type of fraud.
- 17.5 A termination of the Client Agreement shall not imply that any of the Client's responsibilities cease to exist; the latter shall still be liable to pay to the Firm:
- a) any amount that is due to FXChoice;
 - b) any expenses that are incurred by FXChoice, as a result of the termination of the Client Agreement; and
 - c) any damage that has arisen because of an arrangement or settlement.
- 17.6 Upon termination of the Client agreement under paragraph 17.1, above, FXChoice shall immediately

transferred to the Client any amount available in the relevant trading account minus any outstanding amount that is due to Firm by the Client.

- 17.7 If paragraph 17.4, above, becomes effective FXChoice reserves the right to reverse any transactions that are deemed to be contrary to the Firm's or the Clients' interests.

18. INACTIVE ACCOUNTS

- 18.1 An inactive account is defined as an account or client profile that has remained inactive for a period of one year or more, or an account for which the necessary supporting documents for verification have expired and have not been updated by the client accordingly.
- 18.2 In addition, FXChoice will classify any account where the holder cannot be reached for a period exceeding two months as inactive.
- 18.3 Clients are responsible for actively maintaining the activity of their accounts. An active account is characterised by regular transactions, trading activities, deposits, withdrawals, and timely updates of any required supporting documents to ensure their validity and prevent dormancy.
- 18.4 In the case of inactive dormant accounts, FXChoice will attempt to contact the client using standard communication methods.
- 18.5 FXChoice will impose a monthly inactivity fee on inactive accounts. The specific fee amount can be found on the Deposit & Withdrawal Policy page of the FXChoice website. If your balance is less than the specific fee, the remaining will be taken as payment.
- 18.6 If the balance of an inactive account reaches zero, the Company reserves the right to terminate the Client Agreement in accordance with paragraph 17.2 above.

19. CONFLICTS OF INTEREST

- 19.1 The Client accepts that a conflict of interest may arise when the interest of FXChoice competes or interferes, or appears to compete or interfere, with the Client's interests under the Client agreement.
- 19.2 The Client accepts that:
- a) FXChoice may assign or transfer the execution of the Client's instruction to another member company of the FXChoice Group of Companies;
 - b) FXChoice may execute at the same time instructions by different Clients that are opposite to one another;
 - c) FXChoice may establish business, including but not limited to trading relationships, with other issuers of financial instruments and FXChoice may have a financial interest in such instruments;
 - d) Should FXChoice act as a market maker, there may be inherent conflict of interest; and
 - e) FXChoice may pay commission (or any other related fee) to a third party as a result of either (i) introducing the Client or (ii) the Client's trading activity (under such circumstances the Client shall be notified in writing).

20. FORCE MAJEURE EVENT

- 20.1 FXChoice shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the FXChoice shall take all reasonable steps in order to inform the Client.

- 20.2 A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economical or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the FXChoice servers that may be outside the control of with the Client or FXChoice.
- 20.3 If FXChoice determines that a force majeure event occurred, without prejudice to any other rights of the Client under the Client Agreement, FXChoice may:
- a) increase margin requirements; and/ or
 - b) increase spreads; and/ or
 - c) decrease leverage; and/ or
 - d) close-out, in good faith, any open positions at a price that FXChoice considers reasonable; and/ or
 - e) request amendments to any closed positions; and/ or
 - f) suspend the provision of investment and/ or ancillary services to the Client; and/ or
 - g) amend any of the content of the Client Agreement on the basis that it is impossible for FXChoice to comply with it.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The Client accepts that the Client Agreement and any investment and/ or ancillary services provided under it by FXChoice shall be governed by the law of the Belize.
- 21.2 Any proceedings and their settlement that may involve FXChoice and the Client shall take place in the competent courts of the Belize.
- 21.3 If, for any reason, a part of the Client Agreement is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the Client Agreement therefore the remainder of the Client Agreement shall remain unaffected.

22. IMPORTANT INFORMATION

- 22.1 CFDs are not eligible for sale in certain jurisdictions or countries. The Notice is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America and Canada. The Notice does not constitute an offer, invitation or solicitation to buy or sell CFDs.

It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Notice is not intended to constitute the sole basis for the evaluation of the Client's decision to trade in CFDs.

ANNEX A: RISK DISCLOSURE NOTICE

RISK WARNING: Contracts for Difference ('CFDs') are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a Client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the Client's invested capital. Interest is not guaranteed. As a result, CFDs may not be suitable for all individuals. The Client should not risk more than he/she is prepared to lose. Before deciding to trade, the Client shall ensure that he/ she understands the risks involved and take into account his/ her level of experience. The Client may seek independent advice, if necessary.

23. SCOPE OF THE NOTICE

- 23.1 The Risk Disclosure Notice ('the Notice') is provided to the Client in accordance with the IFSC of Belize on the basis that you are proposing to trade with FXChoice in contracts for difference ('CFDs') which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.
- 23.2 It should be noted that the Notice does not contain all the risks and aspects involved in trading CFDs; therefore, the Client needs to ensure that his/ her decision is made on an informed basis taking into consideration the following:

24. PRODUCT DESCRIPTION

- 24.1 A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares; the profit or loss of is determined by the difference between the price a CFD is bought at and the price is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset is occurring. It should be noted that when Clients purchase, for example, CFDs on shares they are merely speculating on the share's value to either increase or decrease.
- 24.2 CFDs fluctuate in value during the day; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information.

25. PERFORMANCE

- 25.1 It should be noted that past performance of CFDs is not a useful indicator of future performance.

26. MAIN RISKS ASSOCIATED WITH TRANSACTIONS IN CFDs

- 26.1 Prior to trading CFDs, the Client needs to ensure that he/ she understands the risks involved. CFDs are leveraged products; therefore, they carry a higher level of risk to the Client's capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.
- 26.2 Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for the Client and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period of time when trading CFDs.
- 26.3 The Client should not commence trading in CFDs unless he/ she understand the risks involved.

27. CAPITAL LOSS

- 27.1 CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the Client's invested capital. However, it should be noted that FXChoice operates on a 'negative balance protection' basis; this means that the Client cannot lose more than his/ her initial investment.

28. CREDIT RISK

- 28.1 When trading CFDs, the Client is effectively entering into an over-the-counter ('OTC') transaction; this implies that any position opened with FXChoice cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

29. MARGIN ACCOUNT AND REQUIREMENTS

- 29.1 The Client needs to ensure that he/ she has sufficient margin on his/ her trading account, at all times, in order to maintain an open position. In addition, the Client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Firm is not responsible for notifying the Client for any such instances.

30. ABNORMAL MARKET CONDITIONS

- 30.1 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Firm or the Client. As a result, FXChoice may be unable to execute the Client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss.
- 30.2 CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

31. TRADING PLATFORM CONDITIONS

- 31.1 FXChoice shall make the Quotes necessary for making trading decisions available through its trading platform(s). It should be noted that this service may be disrupted and as a result price related information may not reach the Client. The Client explicitly acknowledges and understands that due to market conditions or other circumstances such Quotes may differ from those available from other sources. FXChoice reasonably expects its price related information to be adequately commensurate with current Quotes for similar transactions in the market. However, delays in data transmission, big volumes, volatility or other significant factors may cause discrepancies in Quotes provided by FXChoice and those available from other sources.
- 31.2 The Client shall regularly consult the 'Help' menu or User Guide of the trading platform(s); if a conflict arises the Client agreement shall prevail unless FXChoice determines, in its sole discretion, otherwise.

32. COMMUNICATION

- 32.1 FXChoice bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Firm.
- 32.2 In addition, FXChoice bears no responsibility for any loss that arises as a result of unencrypted information sent to the Client by the Firm that has been accessed via unauthorized means.
- 32.3 FXChoice bears no responsibility for any unreceived or unread internal messages sent to the Client through the trading platform(s); in case a message is not received or read within 7 (seven) calendar days the message gets automatically deleted.
- 32.4 The Client is solely responsible for the privacy of any information contained within the communication received by FXChoice.
- 32.5 Moreover, the Client accepts that any loss that arises as a result of unauthorized access of a third party to the Client's trading account is not the responsibility of FXChoice.

33. FORCE MAJEURE EVENT

- 33.1 In case of a Force Majeure Event the Client shall accept any loss arising. Further details read the 'Force Majeure Event' section, above.

34. TAXATION

- 34.1 Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument independent tax advice should be sought, if necessary, to establish whether the Client is subject to any tax, including stamp duty.

35. TECHNICAL ISSUES. MANIFEST ERRORS

- 35.1 The Client accepts that FXChoice is not an internet service or electricity provider; consequently, the former accepts that FXChoice is not responsible for any failure to provide an investment or ancillary services.
- 35.2 FXChoice bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:
 - a) hardware or software failure, malfunction or misuse either on the Client's side or the Firm's or both;
 - b) poor internet connection either on the Client's side or the Firm's or both;
 - c) incorrect settings in the Client terminal; and delayed updates of the Client terminal.
- 35.3 The Client accepts that at times of excessive transaction flow there might be some delay in contacting, over the telephone, a member of the Dealing Department, especially when there are important market announcements.
- 35.4 FXChoice bears no responsibility for any instructions that may be misinterpreted due to a technical or other error.
- 35.5 The Client accepts that due to technical complexity of the trading platform and its integral parts, manifest errors may occur. A manifest error is any error that FXChoice believes to be obvious, evident and palpable.
In deciding whether an error is a manifest error, we shall take into account all relevant information, including but not limited to, prevailing market conditions and, within reason, human error. As such, we reserve the right to void from the outset, or within any reasonable

time thereafter, any open or closed positions, which appear to contain, or be based upon, a manifest error. We also reserve the right to make reasonable amendments to the details of the resulting transaction(s) in our sole discretion.

36. TRADING

- 36.1 The Client shall be solely responsible for any instructions sent and/ or received through the trading platform(s) from the Client or his/ her authorized representative.
- 36.2 The Client accepts the contract specifications for each financial instrument as such specifications, available online at web site. In addition, the Client accepts that the FXChoice reserves the right to change the contract specifications without giving him/ her prior written notice.
- 36.3 FXChoice shall agree in receiving instructions that have been transmitted only through the trading platform(s) or other electronic means determined by the FXChoice.
- 36.4 The Client accepts that FXChoice reserves the right to proceed in partial execution of the Client instruction(s).
- 36.5 The Client accepts that once FXChoice receives instruction(s) for trading financial instruments such instructions are final and cannot be cancelled or deleted, except where the FXChoice determines to such cancellation or deletion is a necessity resulting from manifest errors.
- 36.6 To start trading Client shall download and install the trading platform(s) software available online at [https:// www.myfxchoice.com](https://www.myfxchoice.com) and receive, Access Codes to the trading platform(s) in order to send and/ or modify instructions for the purposes of trading financial instruments.
- 36.7 FXChoice shall, under certain circumstances, accept instructions by telephone or in person, provided that it is fully satisfied of (i) the Client's identity and (ii) clarity of instructions; for further details read the 'Recordings of Telephone Calls' section of the Client Agreement.
- 36.8 If for any reason the Client is unable to access the trading platform(s) in order to send an instruction for the purposes of trading financial instruments he/ she may contact the Client Care Department at info@myfxchoice.com or call on +501 227 27 32 to place a verbal instruction, subject to the restrictions referred to in the 'Recordings of Telephone Calls' section of the Client Agreement. It should be noted that the FXChoice reserves the right to reject such verbal instruction when the operator of the Client Care Department is not satisfied with the Client's identify or clarity of instructions; under such circumstances, FXChoice reserves the right to request from the Client to transmit an instruction through another mean. The Client accepts that at times of excessive transaction flow there might be some delay in connecting over the telephone with a member of the Client Care Department, especially when there are important market announcements.
- 36.9 FXChoice shall, at its discretion, confirm the instruction(s) received by the Client if it deems that to be necessary.
- 36.10 The Client may send instructions for either: an instant execution order; and/ or a pending order.
- 36.11 There are Buy Limit, Sell Limit, Buy Stop, Sell Stop available as pending orders. It should be noted that a stoploss and/ or take profit may be attached to an instant execution or pending order.

- 36.12 The Client accepts that once a pending order is received by the FXChoice the former may modify such order. It should be noted that the status of an order is available, at all times, through the trading platform(s).
- 36.13 If the Client is unable to access the trading platform(s) he/ she can be notified of the status of an order by contacting the Dealing Department.
- 36.14 A pending order that is an open order at the close of a specific trading session shall remain valid and shall be executed accordingly during a next trading session.
- 36.15 The Client accepts that pending orders are executed at the declared price on the first current price touch.
- 36.16 The Client accepts that under certain trading conditions, including but not limited to situations of high market volatility or illiquidity, it may be impossible for FXChoice to execute pending orders at the declared price; under such conditions, the FXChoice reserves the right to execute order or modify the pending and or/ or closing price to provide the next best price. It should be noted that: (i) if a pending order is executed at the next best price the stop loss and/or take profit instructions shall be cancelled.
- 36.17 The client acknowledges and agrees that in case his/her account demonstrates a negative outstanding balance on it, the company reserves the right to aggregate funds on other accounts of this client in order to off-set such negative balance.
- 36.18 The Client understands that if conditions described in paragraph 35.16, above, materialize a stop loss instruction attached to a pending order may not limit the Client's potential loss to the intended amount given that FXChoice may be unable to execute at the declared price. The FXChoice, at margin level of less than 10% (ten), has the discretion to begin closing positions starting from most unprofitable one. The FXChoice, at margin level of less than 5% (five), is automatically closing positions at market price.
- 36.19 The Client accepts that FXChoice bears no responsibility for the download, installation and use of any trading related solutions such as expert advisors or trailing stops; if it comes to the attention of the FXChoice that the Client is using any such solutions the former has the right to terminate the provision of investment and ancillary services to the latter, under the 'Termination and Default' section of the Client Agreement, in order to protect the orderly operation of the trading platform(s).
- 36.20 The Client should bear in mind that in terms of volume financial instruments, traded through the trading platform(s), are measured in lots and the minimum volume of a transaction is 0.01 lot.
- 36.21 The Client shall set the leverage that may range from 1:1 to 1:200, during the account opening process and he/ she may send a request to amend the leverage level, at any time, through FXChoice account management system.
- 36.22 It should be noted that the FXChoice shall monitor the leverage applied to Client's positions, at all times; the FXChoice reserves the right to decrease the leverage depending on the Client's trade volume.
- 36.23 It should be noted that every Friday, during 21.00 and 24.00 server time, and during any other timeframe specified by FXChoice (subject to a notification sent to the Client through the internal e-mailing system) the maximum leverage for opening a position shall be 1:100. For further details, please refer to the 'Leverage (or Gearing)' section of the Client Agreement.

- 36.25 FXChoice reserves the right to amend, at any time, the contract specifications of such financial instruments, available online at FXChoice official web site, in order to respond to a number of situations including but not limited to specific market conditions. The Client is liable for ensuring that he/ she remains informed, at all times, regarding the latest contract specifications.
- 36.25 The Client's order relates to the purchase of a financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges.
- 36.26 FXChoice reserves the right to refuse the execution of a pending order and/ or modify the opening/ closing price of an order if a technical or other error occurs.
- 36.27 The Client accepts that if FXChoice were to refuse the execution of a Client's order the obligations of the Client under the Client Agreement shall remain unaffected.
- 36.28 Unless specifically agreed otherwise, the Client accepts that the FXChoice is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the Client's trading account.
- 36.29 Unless specifically agreed otherwise, the Client accepts that FXChoice shall provide no statements of accounts in relation to financial instruments traded through the Client's trading account. The Client may, at any time, review the current and historic state of his/ her trading account through the trading platform(s).

37. OPERATION TIME

- 37.1 FXChoice operates round-the-clock (24 hours) from 21.00 GMT Sunday through 21 GMT Friday. GMT is indicated as the server time in the market watch window of the MT4 trading terminal. Holidays are announced through the internal mail of the MT4 trading terminal.
- 37.2 It should be noted that trading of certain financial instruments occurs during specific timeframes; the Client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The Client shall be notified of any Firm holidays through the internal e-mailing system.
- 37.3 FXChoice will not quote any price outside operations time; therefore, no orders can be placed by Clients during that time.

38. QUOTES

- 38.1 FXChoice shall, at all times subject to instances outside the control of the FXChoice, transmit bid and ask prices (collectively 'the Quotes') through the trading platform(s) that are executable according to the Client's instructions.
- 38.2 For all instruments, FXChoice quote two prices: The higher price (ASK) at which the Client can buy (go long) for that instrument, and the lower price (BID) at which the Client can sell (go short) for that instrument.
- 38.3 Difference between Bid and Ask is called Spread. Information about spread is available online on official website.
- 38.4 On the basis of paragraph 18.2.d) of the Client Agreement, FXChoice shall determine at its

discretion the Quotes that are executable and appear through the trading platform(s). The Client accepts that he/ she shall disregard any bid and/ or ask prices quoted through any other system and/ or tool other than FXChoice MetaTrader4.

38.5 The Client accepts that FXChoice is solely responsible for determining the validity of the Quotes at any given time; therefore, FXChoice reserves the right to amend any open or closed positions if these positions are the result of a Manifest error (as per paragraph 34.3).

38.6 Charts in the terminal are built and shown only for Bid prices.

39. SWAPS

39.1 The swap is the interest added or deducted for holding an open position overnight.

39.2 Depending on the position held and the interest rates of the currency pair involved in a transaction the Client may either be credited or debited with financing; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the Client's balance currency.

39.3 From Friday to Monday swap is charged once and from Wednesday to Thursday swap is charged in triple size. It should be noted that FXChoice charges its own interest; the Firm updates such rate as often as it deems necessary. Further information regarding swaps can be found on official website of FXChoice.

40. CHARGES

40.1 Prior to trading CFDs the Client needs to consider any applicable charges such as spreads, commissions and swaps. The Client is solely responsible for requiring clarifications from the Firm in relation to the above, if necessary.

40.2 The Client should note that not all charges are represented in monetary terms (for example, charges may appear as a percentage of the value of a CFD); therefore, the Client needs to ensure that he/ she understands the amount that the percentage amounts to.

40.3 The Client should note that any applicable charges shall be instantly deducted from his/ her trading account.

40.4 FXChoice reserves the right to change, from time to time, any of the charges applicable to Clients when trading financial instruments without prior written notice to the latter; the most up-to-date information shall be found on official website of FXChoice Limited.

41. COMPLAINTS HANDLING PROCEDURE

41.1 The Client accepts that all orders executed by the FXChoice shall be conclusive and binding. The Client has 2 (two) business days, from the execution of an order, to dispute the execution (i) price, (ii) cost, (iii) speed, and (iv) method; such dispute needs to be communicated to the FXChoice in writing.

41.2 Complaints shall be addressed, in the first instance, to the Customer Support Department. If the Client receives a response from the Customer Support Department but deems that the complaint needs to be raised further the Client may contact the Compliance Department that is an independent department within FXChoice. Both the Customer Support Department and the Compliance Department shall thoroughly examine any complaints as required, taking into account any information contained within the books and records of the FXChoice, including but not limited to the Client's trading account journal.

41.3 A complaint shall include:

- a) the Client's name and surname
- b) the Client's trading account number
- c) the affected transaction numbers, if applicable
- d) the date and time that the issue arose
- e) a description of the issue

41.4 FXChoice may, at its discretion, refuse a complaint if paragraphs 17.4 a) and 17.4 d) of the Client Agreement come into force.